

BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

FILED

NOV 14 2014

Missouri Public
Service Commission

Cloris & Ronald Torrey)

Complainants)

v.)

File No. GC-2015-0111

Laclede Gas Company)

NOTICE OF SMALL COMPLAINT
AND ORDER DIRECTING STAFF TO INVESTIGATE AND FILE REPORT

Memorandum

COME Now Cloris Banks Torrey Complainant respectfully files documents recorded in The United States District Court for the Eastern District of Missouri on November 10, 2014 in support of the investigation of the complaint in above captioned matter.

Dated: November 10, 2014

Respectfully Submitted

Cloris Banks Torrey
9422 Westchester Drive
St. Louis, Mo 63136

GINA D. FLEMING
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Louis City
My Commission Expires: May 13, 2016
Commission Number: 12555468

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

RECEIVED

NOV 10 2014

U. S. DISTRICT COURT
E. DIST. OF MO.
ST. LOUIS

CLORIS BANKS TORREY,)	
Plaintiff,)	
v.)	No. 4: 16 -CV-01676-CDP
JP MORGAN CHASE BANK, N.A. et al.,)	
Defendants)	

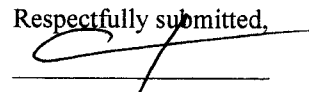
**PLAINTIFFS RESPONSE IN OPPOSITION TO DEFENDANT JP MORGAN EMC MORTGAGE LLC
AND BANK OF NEW YORK MELLON CORPORATION RENEWED MOTION TO DISMISS IN
ALTERNATIVE MOTION FOR SUMMARY JUDGMENT (NON-TELEPHONIC)**

COME NOW PLAINTIFF Cloris Banks Torrey formally known as Cloris Warren appearing *pro se* and for her Response in Opposition to Defendant JP Morgan Chase Bank N.A. ("JP Morgan") EMC Mortgage LLC ("EMC") one of same entities and Bank of New York Mellon Corporation ("BNY") (Collectively Defendant's) Motion to Dismiss, states as follows:

1. On or about November 3, 2014 Defendant JP Morgan Chase Bank N.A. EMC Mortgage LLC and Bank of New York Mellon Corporation filed Renewed Motion to Dismiss Plaintiff's Second Verified Relief by Independent Action Amended Petition.
2. Count 1 of Plaintiff's Second Amended Petition Relief by Independent Action is directed to All Defendants.
3. In its Renewed Motion to Dismiss, Defendants alleges "**plaintiff lack of subject-matter jurisdiction**" and for failure to state a claim on which relief can be granted. [As] such these claims should be dismissed.
4. Plaintiff's Second Amended Petition state a claim upon which relief can be granted, and therefore, Plaintiff's Second Amended Petition should not be dismissed.

5. Plaintiff filed herewith a Memorandum in Opposition to Defendant JP Morgan Chase Bank N.A. EMC Mortgage LLC and Bank of New York Mellon Corporation's Motion to Dismiss in Alternative Motion for Summary Judgment on all claims.
6. Plaintiff request for Judicial Notice filed concurrently herewith exhibits.
7. Plaintiff incorporates herein by reference her Memorandum in Opposition to Defendant JP Morgan Chase Bank N.A. EMC Mortgage LLC and Bank of New York Mellon Corporation's Motion to Dismiss.
8. WHEREFORE, the premise considered, Plaintiff prays the Court deny Defendant JP Morgan Chase Bank N.A. EMC Mortgage LLC and Bank of New York Mellon Corporation's Motion to Dismiss and further prays the Court to vacate State Court Order Final Judgment of March 13, 2014 judgment procured by fraud upon the court. Plaintiff is entitled to summary judgment on their affirmative claim of Fraud upon the Court and ask the Court to rule in their favor.
9. Vacate Defendant JP Morgan Chase Bank N.A. forced placed hazard insurance purchased May 29, 2014 on Plaintiff's residential property based upon unjust enrichment (2) attorney fees and cost of litigation and (3) and other and further relief as this Court deems just and proper.

Respectfully submitted,


Cloris Banks Torrey pro se
9422 Westchester Drive
St. Louis, MO 63136
314-801-7517

Subscribed and sworn before me on 10 day of November 2014


Notary Public

My Commission Expires:

05-13-2016

GINA D. FLEMING
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Louis City
My Commission Expires: May 13, 2016
Commission Number: 12555488

PLAINTIFF 'S EXHIBITS

- EXHIBIT "1" Deed of Trust of Plaintiff's formal spouse Willie Warren ...
Dated..... December 9, 1977
Instrument recorded in Book 7016 Page 1513 in St. Louis County Recorder of
Deeds.
- EXHIBIT "2" Deed of Trust of Plaintiff's formally known as Cloris Warren and formal spouse
Refinance residential property Dated August 14, 1995
Instrument recorded in Book 10580 Page 0644 in St. Louis County Recorder of
Deeds on August 18, 1995.
- EXHIBIT "3" Plaintiff's acquired residential property..... Date on October 22, 1996
Instrument recorded in Book 10995 Page 1912 in St. Louis County Recorder of
Deeds on November 6, 1996.
- EXHIBIT "4" Plaintiff's August 14, 1995 Promissory Note held in Estate of United States
National Archives and Record Administration in a United States Bankruptcy's
Case No. Cloris Warren Debtor: Case No. 98-47544-399 filed on
August 26, 1998.
- EXHIBIT "5" Defendants JPMorgan Chase Bank N.A. Defendant EMC Mortgage LLC
recorded Successor Deed of Trust on Plaintiff's Subject Residential Property.
Instrument recorded in Book 20432 Page 1398 in St. Louis County Recorder of
Deeds on March 27, 2013.

PLAINTIFF'S MEMORANDUM OF LAW
IN OPPOSITION TO DEFENDANT JP MORGAN CHASE BANK N.A. EMC MORTGAGE LLC and
BANK OF NEW YORK MELLON CORPORATION'S RENEWED MOTION TO DISMISS FOR LACK
OF SUBJECT-MATTER JURISDICTION AND FOR FAILURE TO STATE a CLAIM ON WHICH
RELIEF CAN BE GRANTED.

Comes now, Plaintiff Cloris Banks Torrey pro se formally Cloris Warren, and files her Memorandum of Law in Opposition to Defendants JP Mortgage Chase Bank N.A. ("JP Morgan") EMC Mortgage LLC ("EMC") and Bank of New York Mellon Corporation ("BNY") Renewed Motion to Dismiss for failure to state a claim. Plaintiff moves for summary judgment on all the claim in Second Amended Independent action pursuant to Fed. Rule Civ. P. 56 Attached herein Verified Affidavit in Support of Summary Judgment.

INTRODUCTION

Plaintiff Cloris Banks Torrey formally Cloris Warren Plaintiff's August 14, 1995 Promissory Note and Deed of Trust Null Void unenforceable. Defendants JP Mortgage Chase Bank N.A. EMC Mortgage LLC and Bank of New York Mellon Corporation never owned Plaintiff's August 14, 1995 promissory note or had the right to collect mortgage payments on a mortgage that does not exist.

1. That on October 12, 2012 Plaintiff filed this lawsuit ("the first lawsuit") in the Circuit Court of St. Louis County Missouri Case *No. 12SL-CC04119* at commencement of filing the lawsuit Defendant JP Morgan Chase Bank N.A. and EMC Mortgage LLC had no recorded assignments at commencement of filing notice of Lis penden of pending lawsuit ("Residential Property"). No Defendants named in instant action filed proof of valid assignment in lawsuit.
2. Plaintiff's Deed of Trust of August 14, 1995 years barred beyond Ten-Year Statue of Limitation. On January 16, 2013 plaintiff voluntary dismissed action to Quiet Title.
3. On March 27, 2014 Defendant JP Morgan Chase Bank N.A. and EMC Mortgage LLC recorded a fraudulent Successor Trustee Assignment on Plaintiff's ("Residential Property"). Defendant JP Morgan Chase Bank N.A threaten to foreclose that mortgage was in default.
4. On July 9, 2013 Plaintiff filed another lawsuit ("the second lawsuit") in the Circuit Court of St. Louis County Missouri Case *No. 13SLCC-02395* seeking an injunction preventing any Defendant from foreclosing on ("Residential Property".)

5. Plaintiff named the same Defendants in the first lawsuit and added Defendants (“BNY”).
6. On November 3, 2014 Plaintiff filed amended Independent Action in District Court.

Court 1 - of Plaintiff's Relief by Independent Action in Equity to Relief State Court Final Order Judgment of March 13, 2014. Judgment procure in state court with use of falsified transcript fraud upon the court to obtain District Court judgment to purchase forced placed insurance on Plaintiff's property.

LEGAL STANDARD

Statements of Counsel in their brief or argument while enlightening to the Court are not sufficient for purposes of granting Motion to Dismiss or Summary Judgment. “*Trinsey v. Pagliaro D. C. PA* 1964, 229 F. Supp.647) the defendants motion is “unsupported by affidavit or disposition and is incomplete because it request this Court to consider facts outside the record which had not been presented in the form requested by Rule 12(b) (6) and 56 (c).

7. Defendants JP Mortgage Chase Bank N.A. EMC Mortgage LLC and Bank of New York Mellon Corporation have alleged in their Motion that Plaintiff's claim should be dismissed for lack of subject matter jurisdiction and for failure to state a claim on which relief can be granted pursuant to Rule 12 (b) (6) of the Federal Rule of Civil Procedure. Defendants allege under the Rooker-Feldman doctrine, the Court does not have jurisdiction to review and reject judgment of a state court.
8. The Court must give the Complaint of pro se the benefit of a liberal construction Haines v. Kerner, 404 U.S. 519 520 (1972) the Court must weigh all factual allegation in favor of the plaintiff, unless the facts alleged are clearly baseless. Denton v. Hernandez, 112 S. Ct. 112 S. Ct. 1728 1733 (1992); Scheuer v. Rhodes 416 U.S. 232, 236 (1974).
9. Plaintiff has alleged that her August 14, 1995 Deed of Trust and Promissory Note invalid and unenforceable barred years beyond Ten-Year Statue of Limitation. Plaintiff alleges an Officer of the Court committing an intentional fraud directly against the court which in fact deceive the court in its determination.
10. Plaintiff alleges on March 27, 2013 Defendants resorted to papering the file” by fabricating an Assignment and recording it in St. Louis County Recorder of Deed Office.

11. Plaintiff allege Defendant recorded fraudulent on property and falsely representing to plaintiff and the court that they have the right to collect Plaintiff's mortgage payments. Plaintiff alleges fabricated and forged document recorded on plaintiff's property undermines the integrity to the judicial system.
12. In short, Defendants JP Mortgage Chase Bank N.A. EMC Mortgage LLC and Bank of New York Mellon Corporation must fail on their Rule 12 (b) (6) motion because Plaintiff has pled sufficient facts to put Defendants on notice of all of Plaintiff's legally cognizable claim.

ARGUMENT

- I. Defendant alleges Under the Rooker-Felman Doctrine, this Court Lacks Subject –Matter Jurisdiction to Set Aside a judgment of a State Court.

Plaintiff Compliant under Rooker- Felman Doctrine not barred.

Plaintiff alleges in her complaint Defendant procured a state court-judgment through the use of a falsified transcript to obtain March 13, 2014 final judgment in order to obtain District Court judgment of April 24, 2014 in order to purchase placed forced hazard insurance on Plaintiff's property.

Even if Defendant argument Plaintiff failed to meet deadline to file timely appeal were based on facts. Plaintiff allege falsified transcript intended to mislead the Court in its determination. Defendants named in summon did not appear before the court at Motion hearing on December 23, 2013. Falsified transcript designed to conceal Real Party Interest served summons did not appear. The Court of Appeal is limited to what appears in record

- II. **Plaintiff states a Claim on Which Relief can be granted.**

Plaintiff alleges officer of the court. A Court Reporter knowingly prepared falsified transcript contained material inaccuracies designed to mislead the Court to concealed true name of "Real Party in Interest" altered to non-entity party incapacity not able to be sued. The non-entity party was not described in body of transcript as represented legal party.

In *Loubser v. Thacker* 440 F.3 439, 442 (7th Cir. 2006), the Seventh Circuit noted that while court reporters may not be § 1983 case for "innocent errors, even if negligent" if the reporters deliberately altered a transcript as part of a conspiracy to default a litigant they can, lacking absolute immunity, be held liable.

As to the Rooker-Felman doctrine the Seventh Circuit held that: The claim that a defendant in a civil rights suit “so far succeeded in corrupting the state judicial process as to obtain a favorable judgment “is not barred by Rooker Feldman doctrine.. Otherwise there would be no federal remedy other than an appeal to the U.S. Supreme Court, and that remedy would be ineffectual because the plaintiff could not present evidence showing that the judicial proceeding had been a farce. Loubser 440 F.3d at 441.

As noted by Seventh Circuit if federal court were to apply the Rooker-Felman doctrine under these circumstances, then this would seemly permit court reporters to knowingly falsify transcripts with something approaching impunity. The court therefore concludes that the Rooker-Felman doctrine is inapplicable here as are the other procedural objections raised by defendant, including res judicata and collateral estoppel. The Mississippi Supreme Court clearly did not consider the merits of plaintiff’s allegations of a fraudulent transcript, and to bar the instant action on procedural ground would therefore be fundamentally unfair.

Although Rooker-Feldman doctrine does not apply, the Supreme Court has instructed that preclusion law is the appropriate solution for these independent claims. We leave to the district court on remand the determination of the applicability of preclusion and other remaining matters.” Sturgis v. Hayes N. 07-2365, 283 Fed. Appx 309, 314 (6th Cir. June 11, 2007) unpublished), slip op. at 10.

a. Plaintiff have Alleged a Grave Miscarriage of Justice.

Plaintiff alleges in her complaint Fraud upon the Court fabrication of evidence by counsel. Greiner 152 F. 3d at 789 and false insertion of bogus documents filed into record. Oxford Clothes 127 F. 3d at 578.

In Beggerly the Supreme Court cited Marshall v. Holmes 141 U.S. 589, 596 (1891) a case in which a forged letter was used to default judgment- as an example of a grave miscarriage of justice” sufficient to justify the independent action because the defendant was completely was completely prevented by fraud, from presenting any defense to the complaint. Beggerly, 524 U.S. at 47.

Plaintiff properly pled the unlawful conduct by “officer of the court” that undermines the ordinary judicial process, non-appearing Counsel who occupy a special relationship to a particular judicial proceeding. See, e.g. In re Tri- Cran Inc. 98 B.R. 609, 617 (Bankr. D. Mass 1989). Non-appearing attorney parties may be guilty of fraud on the court.

B. Defendant Argued Plaintiff has not Pleaded Fraud with Particularity.

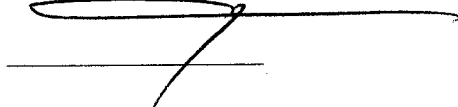
Plaintiff has pled based on facts that her August 14, 1995 Deed of Trust and Note Null Void unenforceable and no mortgage exist. In Motion to Dismiss of August 26, 2013 document signed by Defendants' Counsel James R. Wyrsh represented to Plaintiff and filed bogus document in the court to be Counsel for All Defendants. Plaintiff relied on representation when Defendant's Counsel knew the falsity of the statement at the time they were made. During court proceeding for over six months Defendants continued to file bogus document in court record with false assertions without filing Notice of Appearance or written authority to represent. These representations in facts were false to misled the court in its determination and prevent plaintiff from opportunity to be heard. Kenner v. C.I.R. 387 F. 3d 689 (1968).

CONCLUSION

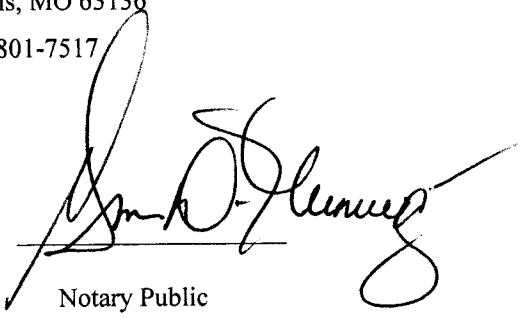
Based on the reasoning above, Plaintiff respectfully request that this Court deny Defendants' Defendants JP Mortgage Chase Bank N.A. EMC Mortgage LLC and Bank of New York Mellon Corporation Motion to Dismiss, or in the Alternative, Motion for Summary Judgment and grant Plaintiff's Motion for Summary Judgment and the relief requested herein.

Date: November 10, 2014

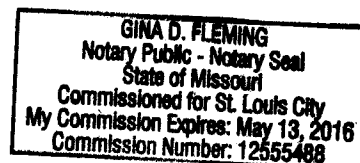
Respectfully submitted,


Cloris Banks Torrey pro se
9422 Westchester Drive
St. Louis, MO 63136
314-801-7517

Subscribed and sworn before me on 10 day of November 2014


Notary Public

My Commission Expires: 05-13-2016.



CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing Plaintiff's Memorandum in Opposition to Defendant's Motion to Dismiss, or in the Alternative, Motion for Summary Judgment was served on all counsel by first class postage paid Via Certified U.S. Mail to:

Attorney Brian C. Walsh
One Metropolitan Square
211 North Broadway Suite 3600
St. Louis, MO 63102-2750

Executed on: November 10, 2014

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

RECEIVED

NOV 10 2014

U. S. DISTRICT COURT
E. DIST. OF MO.
ST. LOUIS

CLORIS BANKS TORREY,

Plaintiff,

v.

JP MORGAN CHASE BANK, N.A. et al.,

Defendants

)

)

) No. 4: 16 -CV-01676-CDP

)

)

AFFIDAVIT

I Cloris Banks Torrey formally known as ("Cloris Warren") Plaintiff of the Verified Petition Amended Relief by an Independent Action filed on November 3, 2013. Said verified motion in support of Summary Judgment in the above captioned matter, states she is a competent witness, that the facts contained herein are true, correct/ complete and not misleading under penalty of perjury under the laws of the United States of America (de jure) and State of Missouri (de jure) and as for those statements made upon information reason, or belief, Plaintiff believes them to be true.

1. All exhibits are incorporated herein by reference in their entirety as if fully reproduced herein.
2. Pursuant to Federal Rule of Evidence 201 and Federal Rule of 902 regarding self-authenticating facts, this court shall take judicial notice of certified copies out of St. Louis County Missouri Recorder of Deeds Office. Certified copy out of the United States National Archives and Record Administration. JP Morgan Chase Bank N.A. letter dated September 24, 2014, this court shall take judicial notice of March 13, 2014 state court and April 24, 2014 district court order and judgment.
3. That I Cloris Banks Torrey, being duly sworn and deposed, hereby states that if called to testify in this matter, I could and would testify to the following to my personal knowledge:

That I am the purported Plaintiff in Cloris Banks Torrey v. JP Mortgage Chase Bank N.A. EMC Mortgage LLC Bank of New York Mellon Corporation Civil Action No. 4:14 CV 01676 CDP
That I am formally known as Cloris Warren.

That Ronald and Cloris Banks Torrey (husband and wife) are owners of the residential ("Property") Legal: Lot 34 of Hathaway Hills No.4 According to the Plat Book 53 Page 9 of the St. Louis County Records. 9422 Westchester Drive St. Louis, Missouri 63136.

That my home was originally purchased on December 9, 1977 by ("then spouse") Willie Warren. (Pl. Exhibit 1).

That I Cloris Warren (hereinafter Cloris Banks Torrey) and formal spouse Willie Warren refinanced the property on August 14, 1995. I executed a Deed of Trust and Promissory Note in favor of American Equity Mortgage Inc. as Lender and beneficiary. (Pl. Exhibit 2).

That I acquired the residential property virtue a Divorce November 1996. The residential property 9422 Westchester Drive St. Louis Missouri jointly owned as Ronald Torrey and Cloris Warren (Husband and Wife.) (Pl. Exhibit 3).

That on September 20, 1995 American Equity Mortgage Inc. split promissory note from Deed of Trust sold beneficial rights in the Deed of Trust to the now bankrupt United Companies Lending Corporation ("U.C. Lending Corporation") third party debt collector.

That on July 14, 1998 I filed a bankruptcy petition in the United States Bankruptcy Court See: Cloris Warren v. U.C. Lending Corporation Case No. 98-47544-399. (Pl. Exhibit 4). UC Lending could not foreclose in 1998 because did not owned the Promissory note and residential property protected under Homestead Act. UC Lending Corporation paid through Credit Swap insurance.

That I Cloris Banks Torrey has at all times believes and asset that my August 14, 1995 Promissory Note and Deed of Trust Null Void.

That I Cloris Bank Torrey JP Mortgage Chase Bank N.A. EMC Mortgage LLC Bank of New York Mellon Corporation have never loan Plaintiff any money or have a legal cognizable interest in Plaintiff's residential property.

That I Cloris Bank Torrey state that JP Mortgage Chase Bank N.A. EMC Mortgage LLC Bank of New York Mellon Corporation have no right to collect payments on a mortgage that do not exist.

That I discovery fraudulent Assignment recorded on the property in 2012. That I on October 12, 2012 I filed Action to Quiet title in the Circuit Court of St. Louis, County Missouri.

That I received no proof from Defendants of a valid cognizable interest in the subject property furthermore the Deed of Trust of August 14, 1995 years beyond barred (Ten- Year) Statute of Limitation.

I filed Lis Penden in St. Louis County Recorder of Deeds of pending lawsuit in recorder of deeds office of pending lawsuit at commencement JP Mortgage Chase Bank N.A. EMC Mortgage LLC had no recorded Assignment on Plaintiff's residential property.

That on January 16, 2013 I voluntary dismissed the lawsuit.

That on or about April 2013 I discovered that on March 27, 2013 JP Mortgage Chase Bank N.A. EMC Mortgage LLC Bank of New York Mellon Corporation recorded Assignment Successor Deed of Trust on property. **(Pl. Exhibit 5).**

That in June 2013 I was threaten with foreclose that I was in default on mortgage payments. Plaintiff residential property had no title on the mortgage.

That on July 9, 2013 I filed this lawsuit (second lawsuit) in Circuit Court of St. Louis County Missouri.

I reaffirm under penalty of perjury I was prevented from a full and fair opportunity to be heard. There has been no answer to interrogatories admission no responsive pleadings.

Furthermore, I was never loaned any money for a ("mortgage loan") refinanced in August 1995 by Defendants JP Mortgage Chase Bank N.A. EMC Mortgage Bank of New York Mellon.

There has been much fraud in this matter by Officer of the Court who have sworn an oath to support the Constitution of the United States. Fraud perpetrated against me as well as Fraud upon the Court as set forth in Hazel- Atlas Glass v. Hartford- Empire, 322 U.S. 238 (1944), the class supreme court case regarding fraud upon the court. In that case, the Supreme Court stated that "under certain circumstances, one of which is after -discovered fraud, relief will be granted against judgment regardless of the terms of their entry.

That Court further stated that, **tampering with the administration of justice in the manner indisputably shown here involves far more than an injury to a single litigant. It is a wrong against the institution set up to protect and safeguard the public, institutions in which fraud cannot complacently be tolerated consistently with the good order of society.**

I state that on December 23, 2013 officer of the court a Court Reporter, committed fraud on the Court to procure final judgment with use of falsified transcript.

I state fraud perpetrated on the Court by an Officer of the Court and to procure District Court judgment.

I state the District Court judgment fraudulently obtain so JP Morgan Chase Bank N.A. to purchase force placed hazard on Plaintiff's property. (Pl. Exhibit).

Executed on November 10, 2014.

VERTIFIED OF CLORIS BANK TORREY

STATE OF MISSOURI)

COUNTY OF ST. LOUIS)

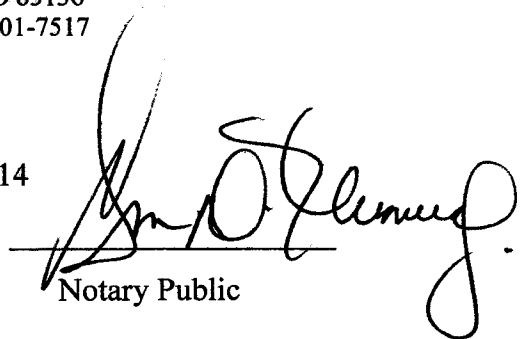
I Cloris Bank Torrey declares as follow:

1. I have read the foregoing Affidavit and the facts therein stated to be true and correct.
2. I declare under penalty of perjury under the laws of the United States of America (de jure) that the foregoing facts in this affidavit are true and correct, and as for any statement made upon information, reason, or belief, I believe them to be true and correct and that I am able to testify.

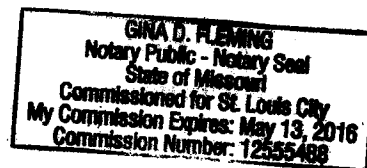
By _____

Cloris Banks Torrey *pro se*
9422 Westchester Drive
St. Louis, MO 63136
314-801-7517

Subscribed and sworn before me on 10 day of November 2014


Notary Public

My Commission Expires: 05-13-2016



CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing Plaintiff's Affidavit dated November 10, 2014 was served on all counsel by first class postage paid Via Certified U.S. Mail to:

Attorney Brian C. Walsh
One Metropolitan Square
211 North Broadway Suite 3600
St. Louis, MO 63102-2750

Executed on: November 10, 2014

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PS Form 3800, July 2014		See Reverse for Instructions